




To the Honorable Council
City of Norfolk, Virginia


March 10, 2015

From: David L. Ricks, Director of Public Works

Subject: Railroad Agreements for
Safety Improvements at the Rail
Crossings on Ingleside Road and
Azalea Garden Road

Reviewed: 
Ronald H. Williams, Jr., Deputy City
Manager

Ward: 3/4

Approved: 
Marcus D. Jones, City Manager

Item Number:

R-3

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** N/A

III. **Description**

This agenda item is an ordinance to approve the agreements between the Commonwealth of Virginia, Department of Transportation and the City of Norfolk. The agreements are for safety improvements to the rail crossings on Ingleside Road and Azalea Garden Road, and the appropriation and authorization of payment for these expenses.

IV. **Analysis**

The Commonwealth of Virginia, Department of Transportation has included the above rail crossing locations in the "Moving Ahead for Progress in the 21st Century Act (MAP21)". The intent of this project is to install prefabricated full depth concrete crossing surface at the rail crossings on Ingleside Road and Azalea Garden Road.

V. **Financial Impact**

According to the agreements set forth between the Commonwealth of Virginia, Department of Transportation, the City of Norfolk and the Bay Coast Railroad Company, it is agreed the Commonwealth of Virginia, Department of Transportation will reimburse the City of Norfolk for the actual amount paid to provide highway traffic control and to resurface the approach pavement, as deemed necessary, in the sum of \$131,000.

VI. Environmental
N/A

VII. Community Outreach/Notification
The Public Works Right-of-way Division will advise local citizenry of improvements and detour traffic during installation of the safety Improvements.

VIII. Board/Commission Action
N/A

IX. Coordination/Outreach
This letter has been coordinated with the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance

Form and Correctness Approved:

By

Office of the City Attorney

Contents Approved:

By

DEPT. Public Works

Pursuant to Section 72 of the City Charter, I hereby
 certify that the money required for this item is in
 the city treasury to the credit of the fund from
 which it is drawn and not appropriated for any
 other purpose.

\$ 131,000

2275-10-3986

Director of Finance

Account

2/6/15

Date

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING AGREEMENTS WITH THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, FOR THE PERFORMANCE OF VARIOUS SAFETY UPGRADES AT THE RAIL CROSSINGS LOCATED AT INGLESIDE ROAD AND AZALEA GARDEN ROAD; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE SUM OF \$131,000.00 FOR THE SAFETY UPGRADES; AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE SUM OF \$131,000.00 FROM THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, WHEN AND IF RECEIVED, IN REIMBURSEMENT FOR THE SAFETY UPGRADES AT THE RAIL CROSSINGS.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and provisions of those certain Agreements, attached hereto as Exhibits A and B, between the Commonwealth of Virginia, Department of Transportation, and the City of Norfolk, for the performance of various safety upgrades at the rail crossings located at Ingleside Road and Azalea Garden Road, are hereby approved.

Section 2:- That the City Manager and the other proper officers of the City are authorized to execute the Agreements on behalf of the City and to do all things necessary and proper to carry out their respective terms and provisions.

Section 3:- That the sum of \$131,000.00 is hereby appropriated and authorized to be expended for the rail crossing safety upgrades.

Section 4:- That the City Manager is authorized to accept the sum of \$131,000.00 from the Commonwealth of Virginia, Department of Transportation, if and when received, in reimbursement for the safety upgrades.

Section 5:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the said Agreements as may be necessary to carry out the intent of the Council as expressed in this ordinance.

Section 6: - That this ordinance shall be in effect from and after its adoption.

Route: INGLESIDE ROAD
Project: U000-122-325, FS-701
Bay Coast Railroad, Inc.
Remove Inactive Rail Track and
Install Prefabricated Full Depth
Concrete Crossing Surface
DOT No. 465-206K
Norfolk, VA

Route: Ingleside Road
Project: U000-122-325, FS-701
Bay Coast Railroad, Inc.
Remove Inactive Rail Track and
Install Prefabricated Full Depth
Concrete Crossing Surface
DOT No. 465-206K MP: SN 2.75
Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,

by and among the COMMONWEALTH OF VIRGINIA, acting by and through the State Right of Way and Utilities Director for the Virginia Department of Transportation, hereinafter called "State", the BAY COAST RAILROAD, INC., hereinafter called "Railroad", and the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia, hereinafter called "City".

WITNESSETH THAT:

WHEREAS, in the interest of public safety and convenience, it is proposed by the parties hereto to remove inactive rail track and install a prefabricated full depth concrete crossing surface at the existing grade crossing of Railroad and Ingleside Road, in Norfolk, Virginia, DOT No. 465-206K; MP: SN 2.75; and

WHEREAS, United States Code "Moving Ahead for Progress in the 21st Century Act (MAP 21)", including amendments and revisions thereof, has become effective for providing the funds for the construction of crossing surface such as contemplated herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the requisite work, the costs and expenses to be borne by each and the time of payment therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railroad shall furnish and install all materials and furnish all labor and equipment necessary to remove inactive rail track through crossing, remove the existing crossing surface, reconstruct the crossing subbase, correct all track structure drainage deficiencies through the roadway crossing, adjust the track as necessary, install a 96 ' prefabricated full depth concrete crossing surface, to include filter fabric and ties as deemed appropriate by Railroad and all appurtenances thereto, at the aforesaid location.

City shall arrange and provide for all highway traffic control during the crossing surface installation and provide resurfacing and improving of highway approaches during the crossing surface installation as deemed necessary and as part of project expense.

SECTION II

State agrees to reimburse Railroad for the actual amount paid by Railroad for the removing of the inactive rail track through the crossing, prefabricated full depth concrete crossing surface materials, filter fabric, ties and installation labor. An estimate shall be furnished by Railroad for the aforementioned work, said estimate in the amount of \$ 215,915 shall meet the approval of State and upon such approval shall become a part of this Agreement, attached hereto. Payment to Railroad will be made within 60 days after receipt of billing.

State agrees reimburse City for the actual amount paid by City to provide highway traffic control and to resurface the approach pavement as is necessary as a direct result of this crossing surface replacement work.

An estimate shall be furnished by City for the aforementioned work, said estimate in the amount of \$_____ shall meet the approval of State and upon such approval shall become a part of this Agreement, attached hereto. Payment to City will be made within 60 days after receipt of billing.

Railroad and City shall keep an accurate and detailed account of expenses and labor incurred and State shall reimburse Railroad and City in accordance with regulations and provisions as set out in Part 140, Subpart I, of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, and supplements and amendments thereto.

Before reimbursement is made to Railroad and City for crossing materials and labor, Railroad and City account which support bills rendered shall be subject to audit by a representative of State. Railroad and City account must be kept in such a manner as to be readily audited and actual cost readily determined.

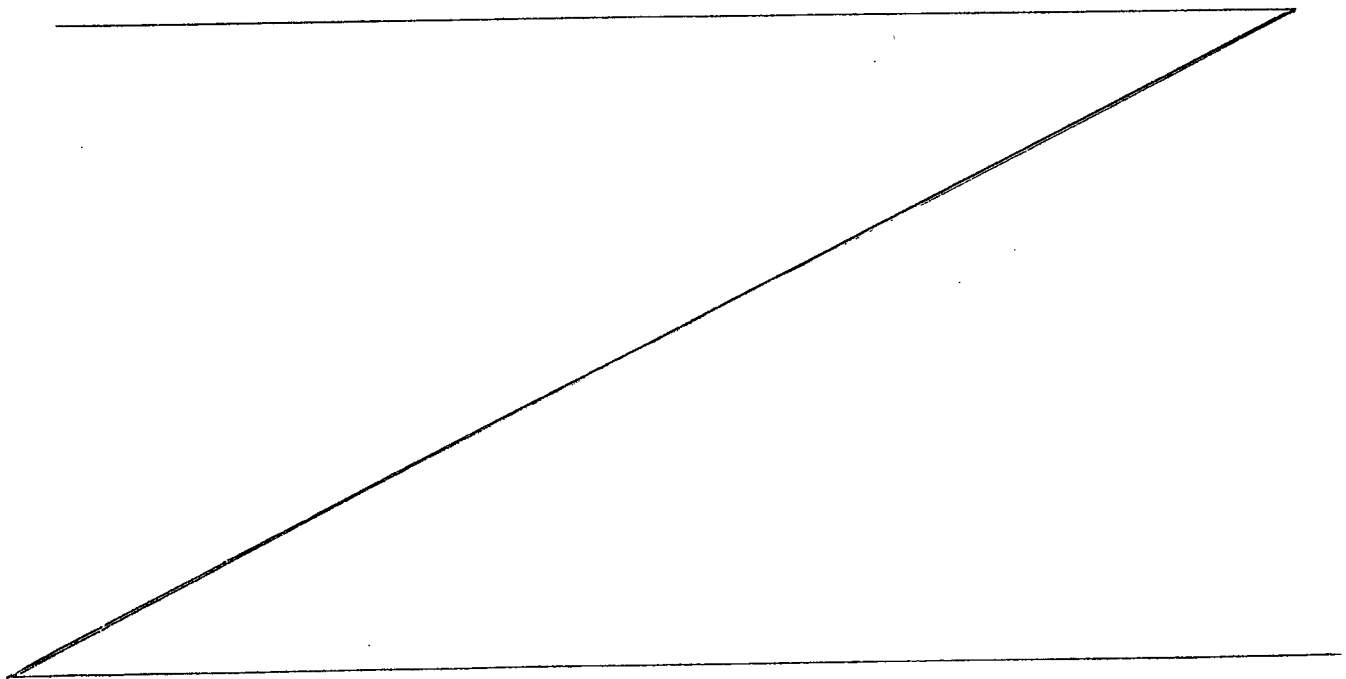
SECTION III

Railroad agrees to proceed immediately with the procurement of the necessary materials to complete the installation of the prefabricated full depth concrete crossing surface, filter fabric and ties. Materials are to be acquired in accordance with Part 140, Subpart I, Section 140.908, of the Federal-Aid Policy Guide.

It is understood and agreed that City will advise local citizenry of proposed improvements and detours for traffic during the hours when the crossing improvements will be installed.

SECTION IV

After the prefabricated full depth concrete crossing surface is installed, it shall thereafter be maintained in good condition by Railroad throughout the useful life of such crossing, and when it becomes necessary to replace or rebuild the crossing surface, Railroad will replace the crossing surface in accordance with its standards at that time. In the event the Government Agency responsible for maintaining the road desires a crossing surface other than Railroad standard, the cost differential between the Agencies's preferred crossing surface type and Railroad standard crossing surface type shall be borne by State or City. In the event funds are made available by Federal or State laws or regulations for the purpose of assuming, in whole or in part, the expense of maintaining grade crossing surfaces, nothing herein shall continue to obligate Railroad to bear such expense to the extent that such public funds are made available for such purposes. The Agreement shall be binding upon the legal representative and assigns of the respective parties thereto.



IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

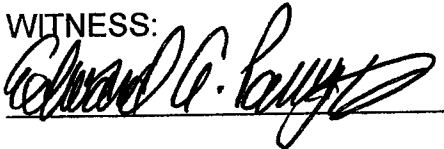
WITNESS:

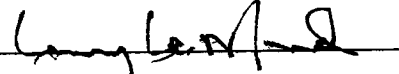
By _____

State Right of Way and Utilities Director

BAY COAST RAILROAD, INC.

WITNESS:



By 

Title: VP-Operations

CITY OF NORFOLK
VIRGINIA

WITNESS:

BY _____

Title: _____

INGLESIDE ROAD
PROJECT: U000-122-325, FS-701 (UPC 105619)
NORFOLK, VA
BAY COAST RAILROAD
DOT No. 465-206K

REMOVE INACTIVE RAIL TRACK THROUGH CROSSING AND INSTALL
TWO (2) PREFABRICATED FULL DEPTH CONCRETE CROSSING SURFACES

MATERIALS & ESTIMATED COST:

- Engineering plus BCR labor for flagging and supervision.
- Saw cut and remove 3 old crossings. All old material to be removed off site.
- Rebuild ONLY two (2) crossings. The 3rd crossing area will be filled and paved by the City of Norfolk.
- 12 Ea. 115RE Rails to be used (39 ft. sections).
- 8 Thermite Welds to be used in the crossing and 8 sets of Compromise Bars to be used outside of crossing area.
- 130 Ea. 7 x 9 x 10' Crossties to be installed in crossings areas.
- 25 Ea. 7 x 9 x 8'6" Crossties to be installed outside of crossing area.
- D. S. Plates, 4 spikes per crosstie and rail anchors on all crossties.
- All rails will be thermite welded in crossing area (8 total).
- OMNI ECR 8.225 Panels on 19.5 centers installed in both crossings.
- Geo-textile fabric to be installed throughout both crossings.
- Track to be tamped back to proper elevation with No. 3 Ballast Stone.
- Reposition one crossing signal mast, new u/g wiring and bonds.

TOTAL ESTIMATED COST:

\$215,915

Note: The above estimated cost does not include any traffic control or resurfacing. These to be supplied by the City of Norfolk.

INGLESIDE ROAD
 PROJECT: U000-122-325, FS-701 (UPC 105619)
 Resurfacing the Approaches and Provide Traffic Control to Improve Railroad Crossing

Items	Quantity	Unit Price	Ingleside Road RR Crossing
Mobilization			
Ingleside Road (200 x 76) / 9	3000 LS	1 /LS	\$3,000
Azalea Garden Road (170 x 60) / 9	3000 LS	1 /LS	
Pavement Milling 3-inch Depth			
Ingleside Road (200 x 76) / 9	500 SY	1 /LS	\$5,000
Azalea Garden Road (170 x 60) / 9	500 SY	1 /LS	
Asphalt Paving			
Ingleside Road (200 x 76) / 9	338 SY	1 LS	\$30,000
Azalea Garden Road (170 x 60) / 9	691 SY	1 /LS	
Traffic Markings			
Ingleside Road	1 LS	5000 /LS	\$5,000
Azalea Garden Road	1 LS	5000 /LS	
Traffic Control			
Ingleside Road (Detour to Ballentine)	1 LS	10000 /LS	\$10,000
Azalea Garden Road	1 LS	10000 /LS	
TOTAL			<u>\$53,000</u>

Route: AZALEA GARDEN ROAD
Project: U000-122-324, FS-701
Bay Coast Railroad, Inc.
Install Prefabricated Full Depth
Concrete Crossing Surface
DOT No. 735-343N
Norfolk, VA

Route: Azalea Garden Road
Project: U000-122-324, FS-701
Bay Coast Railroad, Inc.
Install Prefabricated Full Depth
Concrete Crossing Surface
DOT No. 735-343N MP: SN 3.40
Norfolk, VA

THIS AGREEMENT, dated this day of , 20 ,
by and among the COMMONWEALTH OF VIRGINIA, acting by and through the State
Right of Way and Utilities Director for the Virginia Department of Transportation,
hereinafter called "State", the BAY COAST RAILROAD, INC., hereinafter called
"Railroad", and the CITY OF NORFOLK, a municipal corporation of the Commonwealth
of Virginia, hereinafter called "City".

WITNESSETH THAT:

WHEREAS, in the interest of public safety and convenience, it is proposed by the
parties hereto to install a prefabricated full depth concrete crossing surface at the
existing grade crossing of Railroad and Azalea Garden Road, in Norfolk, Virginia, DOT
No. 735-343N; MP: SN 3.40; and

WHEREAS, United States Code "Moving Ahead for Progress in the 21st Century
Act (MAP 21)", including amendments and revisions thereof, has become effective for
providing the funds for the construction of crossing surface such as contemplated
herein; and

WHEREAS, the said parties wish to agree as to the manner of carrying out the
requisite work, the costs and expenses to be borne by each and the time of payment
therefore.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

SECTION I

Railroad shall furnish and install all materials and furnish all labor and equipment necessary to remove the existing crossing surface, reconstruct the crossing subbase, correct all track structure drainage deficiencies through the roadway crossing, adjust the track as necessary, install a _____' prefabricated full depth concrete crossing surface, to include filter fabric and ties as deemed appropriate by Railroad and all appurtenances thereto, at the aforesaid location.

City shall arrange and provide for all highway traffic control during the crossing surface installation and provide resurfacing and improving of highway approaches during the crossing surface installation as deemed necessary and as part of project expense.

SECTION II

State agrees to reimburse Railroad for the actual amount paid by Railroad for the prefabricated full depth concrete crossing surface materials, filter fabric, ties and installation labor. An estimate shall be furnished by Railroad for the aforementioned work, said estimate in the amount of \$127,200 shall meet the approval of State and upon such approval shall become a part of this Agreement, attached hereto. Payment to Railroad will be made within 60 days after receipt of billing.

State agrees reimburse City for the actual amount paid by City to provide highway traffic control and to resurface the approach pavement as is necessary as a direct result of this crossing surface replacement work.

An estimate shall be furnished by City for the aforementioned work, said estimate in the amount of \$_____ shall meet the approval of State and upon such approval shall become a part of this Agreement, attached hereto. Payment to City will be made within 60 days after receipt of billing.

Railroad and City shall keep an accurate and detailed account of expenses and labor incurred and State shall reimburse Railroad and City in accordance with regulations and provisions as set out in Part 140, Subpart I, of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, and supplements and amendments thereto.

Before reimbursement is made to Railroad and City for crossing materials and labor, Railroad and City account which support bills rendered shall be subject to audit by a representative of State. Railroad and City account must be kept in such a manner as to be readily audited and actual cost readily determined.

SECTION III

Railroad agrees to proceed immediately with the procurement of the necessary materials to complete the installation of the prefabricated full depth concrete crossing surface, filter fabric and ties. Materials are to be acquired in accordance with Part 140, Subpart I, Section 140.908, of the Federal-Aid Policy Guide.

It is understood and agreed that City will advise local citizenry of proposed improvements and detours for traffic during the hours when the crossing improvements will be installed.

SECTION IV

After the prefabricated full depth concrete crossing surface is installed, it shall thereafter be maintained in good condition by Railroad throughout the useful life of such crossing, and when it becomes necessary to replace or rebuild the crossing surface, Railroad will replace the crossing surface in accordance with its standards at that time. In the event the Government Agency responsible for maintaining the road desires a crossing surface other than Railroad standard, the cost differential between the Agencies's preferred crossing surface type and Railroad standard crossing surface type shall be borne by State or City. In the event funds are made available by Federal or State laws or regulations for the purpose of assuming, in whole or in part, the expense of maintaining grade crossing surfaces, nothing herein shall continue to obligate Railroad to bear such expense to the extent that such public funds are made available for such purposes. The Agreement shall be binding upon the legal representative and assigns of the respective parties thereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate, each by its duly authorized officers, all as of the day, month, and year hereinabove first written.

COMMONWEALTH OF VIRGINIA
Department of Transportation

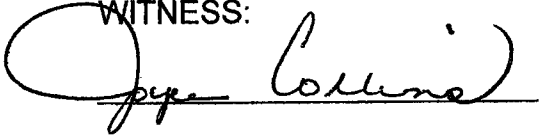
WITNESS:

By _____

State Right of Way and Utilities Director

BAY COAST RAILROAD, INC.

WITNESS:

_____

By _____

Title: VP-Operations

CITY OF NORFOLK
VIRGINIA

WITNESS:

BY _____

Title: _____

AZALEA GARDEN ROAD
PROJECT: U000-122-324, FS-701 (UPC 105618)
NORFOLK, VA
BAY COAST RAILROAD
DOT NO. 735-343N
INSTALL PREFABRICATED FULL DEPTH CONCRETE CROSSING SURFACE

MATERIALS AND ESTIMATED COST:

- Engineering plus BCR Labor for flagging and supervision.
- Saw cut and remove old crossing. All old material to be removed off site except for clean ballast.
- 6 ea. 115RE No. 1 Relay Rails to be used (39 ft. Sections).
- 4 ea. Thermite welds to be used in the crossing and 4 sets of compromise joints to be used outside of crossing area.
- 72 ea. 7x9x10 Crossties.
- 144 ea. DS Plates, 4 spikes per tie and rail anchors on each crosstie.
- OMNI ECR 8.225 Concrete Panels on 19.5 inch centers.
- Geo-textile fabric throughout the crossing.
- Track tamped back to proper elevation with #3 Railroad Ballast.
- Install new Crossing Signal u/g wiring through the crossing and new crossing signal bonds.

TOTAL ESTIMATED COST: \$127,200.00

Note: The above estimated cost does not include any traffic control or resurfacing the approaches.

AZALEA GARDEN ROAD
 PROJECT: U000-122-324, FS-701 (UPC 105618)
 Resurfacing the Approaches and Provide Traffic Control to Improve Railroad Crossing

Items	Quantity	Unit Price	Azalea Garden Road RR Crossing
Mobilization			
Ingleside Road (200 x 76) / 9	3000 LS	1 /LS	
Azalea Garden Road (170 x 60) / 9	3000 LS	1 /LS	\$3,000
Pavement Milling 3-inch Depth			
Ingleside Road (200 x 76) / 9	500 SY	1 /LS	
Azalea Garden Road (170 x 60) / 9	500 SY	1 /LS	\$5,000
Asphalt Paving			
Ingleside Road (200 x 76) / 9	338 SY	1 LS	
Azalea Garden Road (170 x 60) / 9	691 SY	1 /LS	\$55,000
Traffic Markings			
Ingleside Road	1 LS	5000 /LS	
Azalea Garden Road	1 LS	5000 /LS	\$5,000
Traffic Control			
Ingleside Road (Detour to Ballentine)	1 LS	10000 /LS	
Azalea Garden Road	1 LS	10000 /LS	\$10,000
TOTAL			<u>\$78,000</u>